ACCOMMODATION PROVIDER TERMS OF TRADE

CONTENTS

1. **PART A:** Overview of these Terms 1
2. **PART B:** Services 1
3. **PART C:** Commission and Fees 1
4. **PART D:** Payment Terms 1
5. **PART E:** Compliance and Information 1
6. **PART F**: Dispute Resolution and Liability 2
7. **PART G:** General 2
8. **PART H:** Dictionary 3
9. **PART I:** Specific Terms 3

PART A: OVERVIEW OF THESE TERMS

These Terms of Trade apply to all Services that we supply to you.

At Paul & Lorraine Investments Limited T/A Paul's Travel ensuring our Terms are transparent and easy to understand is important to us. If you have any questions or are unsure about anything, please contact us.

To make these Terms easy to use, we:

(a) have set out a '**Dictionary**' in Part H, which explains the specific meaning, for the purposes of these Terms, of the capitalised words used in these Terms; and

(b) have included **summaries / outlines** for each Part in blue boxes – these are intended for guidance only and do not replace any of the terms in these Terms.

1. Introduction

1.1 These Terms set out all of the terms and conditions that apply to Services that we supply to you.

1.2 Any other terms and conditions will not apply unless expressly approved in writing by us for a particular Order.

1.3 We may update these Terms on notice to you in writing. Our updated Terms will apply to all Services you order after we have notified you that we have updated our Terms.

PART B: SERVICES

Part B sets out details about placing Orders. It also sets out the process that applies if there are any issues with an Order or if an Order is cancelled.

2. Order process

2.1 You may order Services from us in accordance with our order processes that we advise to you at any time.

2.2 All Orders are subject to acceptance by us. We may accept an Order (in whole or in part) by issuing an invoice for the applicable Services, providing the Services or otherwise confirming the order in writing.

2.3 We are under no obligation to enquire as to the authority of any person placing an Order on your behalf.

2.4 You may request Variations to Orders. However, acceptance is at our discretion and is subject to our approval in writing, in accordance with clause 5.

3. Supply of Services

3.1 We will use reasonable efforts to provide Services on the date specified in the relevant Order. However, unless expressly agreed otherwise, the date is indicative only.

4. Cancellation

4.1 Either party may cancel an Order by written notice if the other party:

(a) commits a material breach of these Terms which is not remedied within 20 Business Days of written notice of the breach from the other party; or

(b) suffers an Insolvency Event.

4.2 If we are unable to provide Services to you, due to reasons beyond our reasonable control, we may cancel the Order (in whole or in respect of any instalment) by giving written notice to you. We will repay you any amount you have paid to us in advance for the relevant Services. We will not be liable for any loss or damage arising from such cancellation.

5. Variations

5.1 We may require variations to an Order if we identify factors that affect delivery of the Services to you, before or during our provision of the Services. Any such variations will be submitted to you for approval (**Variation Notice**). You must respond to a Variation Notice as soon as possible (and within 5 Business Days). We may suspend or delay provision of the Services pending your approval.

5.2 If you do not respond to a Variation Notice within 5 Business Days, we may assume that you have accepted the applicable variations.

5.3 If you notify us, within 5 Business Days of a Variation Notice, that you do not accept the variations, we will cancel the Order (or, if applicable, the remaining Services to be provided under the Order) on notice to you. We will repay you any amount you have paid to us in advance for Services that we do not provide as a result of such cancellation (less any unrecoverable costs that we have incurred).

PART C: COMMISSION AND FEES

Part C sets out terms relating to the Commission and Fees for Services.

6. Commission and Fees

6.1 The Fees for Services will be the Fees that we have quoted for Services.

6.2 You agree to pay us a Commission based on a percentage of the gross booking value for each booking made through the Booking Platform. The percentage of the Commission will be as agreed between us both.

6.3 The Commission will be deducted at the time of a booking, unless otherwise agreed.

6.4 We may amend Commission and Fee rates by providing you at least 90 days written notice.

PART D: PAYMENT TERMS

Under these Terms, we may supply Services to you on credit. It is very important to us that you pay us in full by the due date for payment. The following clauses provide additional protections for us to reflect that arrangement, including terms that will apply if there are any delays or disputes relating to payments.

7. Payment

7.1 You must pay us all Amounts Owing to our bank account (notified to you and updated at any time) or any other payment method that we agree with you.

7.2 Payment and settlement shall be when the guest has paid any remaining balance directly to you at or around the time of stay in accordance with your payment terms.

7.3 You are responsible for processing final payments and any associated merchant or transaction fees.

7.4 Any additional transaction or payment fees payable by guests will be disclosed during the booking process.

7.5 If you have any dispute relating to an invoice issued by us, you:

(a) must notify us of that dispute in writing within 5 days from the date of invoice (after that period, unless there is a manifest error, you will be deemed to have accepted the invoice); and

(b) will only withhold payment of the amount in dispute and will, upon resolution of any dispute, immediately pay the balance (if any) due to us.

7.6 We and you each agree to promptly deal with any disputed invoices and, where possible, to resolve disputes before the due date for payment.

8. Credit terms and repayment obligations

8.1 The provision of Services to you on credit is subject to our approval. We may use the services of credit reporters and debt collection agencies (in accordance with clause 14.2).

8.2 You must notify us immediately:

(a) if you suffer an Insolvency Event. Any Amount Owing will, whether or not due for payment, immediately become due and payable if an Insolvency Event occurs; or

(b) if you are a company and there is a material change in your effective management or ownership.

9. Deposit and guarantee

9.1 We may require that you pay us in advance, or pay a deposit, or provide a guarantee or other security, before we supply Services, as security for any Amount Owing.

9.2 If we cancel an Order (for reasons other than your breach of these Terms), we will refund any deposit that you have paid to us in full. Otherwise, any deposit that you pay to us is non-refundable, unless we expressly agree otherwise in writing.

10. Late payments

10.1 If payment in full of any Amount Owing (which is not subject to a genuine dispute) is not made to us on the due date, we may:

(a) suspend, or cancel (in accordance with clause 4.1(a)), the provision of any or all Services to you;

(b) cancel any rebates or discounts (whether or not previously credited); and

(c) charge you interest at a rate of 2.5% per month on the balance of the outstanding amount from the due date of payment until the date the outstanding amount is paid, accruing daily and charged monthly.

11. Costs of recovering Amounts Owing

11.1 You must reimburse us for any reasonable costs and expenses we incur to recover any Amount Owing, including any debt collection fees or commission and full legal expenses.

12. Security

12.1 We reserve the right to require a guarantee, or any other additional security (at your cost), as security for payment, before we provide Services to you.

PART E: COMPLIANCE AND INFORMATION

Part E sets out the provisions relating to health and safety, privacy, confidentiality and intellectual property rights. Unless we agree otherwise, we own all intellectual property rights in the Services.

13. Health and safety

13.1 Each party will comply with the Health and Safety at Work Act 2015 (**HSW Act**), including all applicable regulations under the HSW Act, as well as all applicable standards and codes of practice relating to health and safety. In addition, each party will comply with the other party's pre-notified and reasonable health and safety policies when on the party's premises.

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13.2 You must notify us of any known hazards arising from your premises to which any of our Representatives may be exposed while on the premises and ensure that your workplace is without risks to the health and safety of any person.

13.3 Each party must consult, co-operate with and co-ordinate activities with all other persons who have a health and safety duty in relation to the same matter in providing the Services (including in connection with the delivery of the Services).

13.4 You warrant that:

(a) all services comply with applicable New Zealand laws;

(b) all necessary licences, consents, and insurance are in place; and

(c) listings are not misleading or deceptive.

13.5 You indemnify us against all losses, damages, claims, and expenses arising directly or indirectly from:

(a) inaccurate or misleading listing information;

(b) failure to provide booked accommodation;

(c) breach of applicable laws; and

(d) infringement of third-party intellectual property rights.

14. Privacy

14.1 We may collect, use and share Personal Information:

(a) for the purposes of the performance of our obligations or exercise of our rights under these Terms; and

(b) in accordance with the Privacy Act 2020 and our Privacy Policy.

This may include sharing Personal Information with our Related Companies.

14.2 We may use the services of credit reporters and debt collection agencies. We may provide your Personal Information to those agencies in order to use their services. Information disclosed to credit reporters (including default information) will be held by them and used to provide credit reporting services.

14.3 If you provide us with any information about a third party (including a representative), or authorise us to collect that information, you confirm that you are authorised by the individual concerned to provide their Personal Information to us or authorise the collection of information about them in accordance with this clause 14. You also confirm that you have informed the individual of their rights to access and request correction of Personal Information.

14.4 You (if you are an individual) and your Representatives have the right to access, and request correction of, any of your Personal Information held by us.

14.5 Further details are set out in our Privacy Policy, available on our website.

15. Confidentiality

15.1 Each party must keep confidential all Confidential Information.

15.2 Nothing in clause 15.1 prevents a party from disclosing Confidential Information if disclosure is:

(a) required by law, or a Regulator (but only to the extent required or, if applicable, requested by a Regulator);

(b) is reasonably required to enable a party to perform its obligations or exercise its rights under these Terms; or

(c) to a Related Company or Representatives on a 'need to know' basis, provided that person is under a duty to keep the Confidential Information confidential in accordance with these Terms.

15.3 We may refer to you as a customer (including by using your logo) and publish any testimonials or references that you provide to us, on our website and associated marketing materials. We will ensure that any such references or testimonials accurately represent your experience with our Services. Please contact us if you do not approve us referring to you in accordance with this clause or have any comments on published content.

16. Insights and Intellectual property

16.1 We may also use any information that we collect in connection with the Services to improve our Services, for statistical and research purposes, and for general information purposes including to provide industry and market insights (together, **Insights**), provided that:

(a) we must ensure that our obligations of confidentiality and privacy are paramount – for example, we will ensure that any information that we disclose or publish in accordance with this clause 16.1 is in a fully aggregated and de-identified form (so that it does not identify you or any individuals); and

(b) we will not use information that we collect in connection with the provision of the Services to you, in accordance with this clause 16.1, if you have informed us that you do not authorise us to do so.

16.2 To the extent required by law, you grant us a non-exclusive, perpetual, irrevocable, royalty-free licence to use and sub-licence information we collect in connection with the provision of Services to you, in accordance with clause 16.1. However, for clarity, we own the intellectual property rights in all Insights.

16.3 We (or our licensors) own all rights, title and interest in the intellectual property rights, in the Services at all times.

16.4 Any new intellectual property which is created by us or on our behalf, including as a result of, or in connection with, the provision of our Services, will be owned by us, unless otherwise agreed in writing.

16.5 You assign all intellectual property rights to us with effect from creation, to the extent required to give effect to clause 16.3 and 16.4, and agree to do all things reasonably required by us to give effect to such assignment.

16.6 You warrant that the use by us of any designs, instructions or specifications supplied to us by you will not infringe the intellectual property rights of any other person and indemnify us against any losses, damages, liabilities or costs (including full legal costs) that we may suffer or incur in the event of any such infringement.

PART F: DISPUTE RESOLUTION AND LIABILITY

If a dispute arises under these Terms, we must follow the process in this part F to resolve the matter. If a claim arises under these Terms, any amount payable by you or us will be limited by the liability framework set out in this Part F.

17. Dispute Resolution

17.1 If a dispute arises out of or in connection with these Terms, either party may give a notice to the other setting out the details of the dispute (**Dispute Notice**).

17.2 Following receipt of a Dispute Notice:

(a) a Representative of each of us (with authority to settle the dispute) will meet, within 10 Business Days, to try to resolve the dispute;

(b) if the dispute is not resolved within 10 Business Days of our Representatives meeting (or if the meeting does not take place, for any reason, within 10 Business Days of the date of a Dispute Notice), the dispute will be referred to the senior manager of each party (if applicable), who will try to resolve the dispute within a further 10 Business Days; and

(c) if the dispute is not resolved by our respective Representatives in accordance with clause 17.2(b), then either party may commence court proceedings.

17.3 This clause 17 does not restrict either party from applying to a court for interim measures or any other form of urgent relief at any time. However, neither party may commence any other form of court proceeding without first following the procedure set out in this clause 17.

17.4 Each party must continue to perform its obligations in these Terms, despite the existence of a dispute, subject to the termination rights set out in these Terms.

18. Consumer Guarantees Act

18.1 If you are acquiring, or hold yourself out as acquiring, the Services in trade, to the extent permitted by law, you agree that the parties are contracting out of the CGA (to the extent that the CGA would otherwise apply) and that the CGA does not apply to any matters covered by these Terms.

19. Warranties

19.1 We warrant that all Services are free from material defects in workmanship. However, this warranty will not cover any defect or damage to the extent that it is caused by any fault or defect in our Services resulting from any of your (or your Representatives) acts or omissions (outside of the ordinary use of the Services).

19.2 We have the first right to remedy any defects in our workmanship that you notify to us in writing. You must give us a reasonable opportunity to inspect and remedy the defect. If you engage a third party to rectify the defect without first obtaining our written consent, we will not be responsible for any costs you incur in doing so, and our contractual warranty will not apply to that work.

19.3 You acknowledge that, except for the warranty set out in clause 19.1 and any written materials that we provide to you:

(a) we do not provide any other express warranties relating to the Services; and

(b) we expressly exclude any other Service warranties, including any warranties relating to the suitability for resale, quality or fitness for any particular purpose, of our Services. However, this clause 19.3 is subject to any rights that you may have under the CGA (in accordance with clause 18.1).

20. Third party suppliers

20.1 If you request and authorise us to arrange the provision of Services directly to you by a third party supplier (whether or not such arrangement involves us contracting as your agent), to the extent applicable, these Terms will apply to our Services in arranging such supply, provided that to the extent permitted by law we exclude all liability in connection with the supply of Services to you directly by a third party supplier. You agree to pay any commission or other payments due to us in accordance with these Terms.

21. Limitation of liability

21.1 To the extent permitted by law, subject to clause 21.3, our total liability under or in connection with these Terms and the Services is limited to:

(a) supplying the Services again; or

(b) the payment of the cost of having the Services supplied again.

21.2 Subject to clause 21.3, if we have any liability under or in connection with these Terms, to the maximum extent permitted by law:

(a) our total aggregate liability to you for any loss, damage or liability arising out of or in connection with these Terms will be limited to the Commission and Fees paid by you to us for the applicable Services; and

(b) we will not be liable for any:

(i) indirect, special or consequential loss or damage whatsoever; or

(ii) loss of profits, revenue, data, goodwill, customers or opportunity or loss of or damage to reputation.

21.3 Nothing in these Terms (including clauses 21.1 and 21.2) will limit or exclude our liability for:

(a) any fraudulent act or omission;

(b) a breach of clause 15 (Confidentiality);

(c) our wilful breach of these Terms;

(d) our gross negligence; and/or

(e) any matter to the extent that liability cannot be excluded or limited by law.

21.4 The limitations and exclusions on liability in this clause 21 will apply irrespective of whether the legal basis for the applicable claim is contract, equity or tort (including negligence). However, this clause 21 does not limit or exclude any rights that you may have under statute.

21.5 In no circumstances will we have any liability whatsoever under or in connection with these Terms:

(a) for the acts or omissions of your Representatives or any third party;

(b) for any acts or omissions of performance in accordance with your instructions (or instructions from your Representatives); or

(c) to any third party.

PART G: GENERAL

Part G describes miscellaneous provisions necessary for the proper operation of these Terms.

22. General

22.1 **Governing Law**: These Terms are governed by and to be construed in accordance with the laws of New Zealand and each party submits to the exclusive jurisdiction of the courts of New Zealand.

22.2 **Previous Agreements**: These Terms supersede and replace any previous written agreements between the parties relating to the Services.

22.3 **Sub-contracting**: We may subcontract the performance of our obligations (including to a Related Company), on the basis we remain solely liable to you for the performance of our obligations.

22.4 **Assignment:** You must not assign, novate or transfer your rights or obligations under these Terms without our prior written consent (which may

be withheld in our sole discretion). We may assign these Terms to any other person on notice to you (provided that we will request your prior approval (not to be unreasonably withheld or delayed) if the assignment could have any material adverse effect on you). Without limiting the foregoing, we may assign to any other person all or part of the Amount Owing by you to us.

22.5 **Amendments**: Any amendment to these Terms must be in writing signed by each party, except where stated otherwise in these Terms or where we are required to make changes to ensure compliance with applicable laws (in which case we notify you of the changes in writing).

22.6 **Force majeure**: We will not be liable to you for any failure or delay in performing our obligations under these Terms where such failure or delay is caused by events or circumstances beyond our reasonable control, including any strike, lockout, labour dispute, delay in transit, embargo, epidemic, pandemic, accident, emergency, order of government or other authority or act of God.

22.7 **Waiver**: A single or partial exercise or waiver of a right relating to these Terms does not prevent any other exercise of that right or the exercise of any other right.

22.8 **Survival**: Any provision of these Terms, which is by its nature a continuing obligation, will survive termination.

22.9 **Rights of Third Parties**: These Terms are not intended to confer a benefit on any person other than the parties to these Terms.

22.10 **Relationship**: We will provide Services to you as an independent service provider. Nothing in these Terms creates a relationship of employment, trust, agency, joint venture, partnership or any other fiduciary relationship between the parties.

22.11 **Non-exclusive**: These Terms are not exclusive and do not impose any restriction on us providing Services to, or you purchasing any product or services from, any other person.

22.12 **Counterparts**: These Terms may be executed in any number of counterparts (including by electronic signature or by email exchange of .pdf copies) which together will constitute the one instrument.

PART H: DICTIONARY

Part H sets out a Dictionary, to define the capitalised terms used in these Terms.

23. Definitions

Amount Owing means any amount owed by you to us, from time to time, including the Commission and Fees, any applicable amounts referred to in clause 6, any interest payable by you, your liability under these Terms and any enforcement costs incurred by us in seeking payment of any Amounts Owing by you.

Booking Platform means the digital system, website, application, and/or related Services provided and operated by us as a facilitator for the purpose of enabling searches for, compare, and make reservations for accommodation offered by you, and for you to advertise, manage, and make available such accommodation.

Business Day means Monday to Friday, excluding public holidays in New Zealand.

Commission and Fees mean the Commission and Fees payable, in accordance with clause 6.1.

Confidential Information means all information that could be reasonably regarded in the circumstances as confidential, including information which relates to the business, interests or affairs of a party, the terms of use, the Services (as applicable), and intellectual property rights, but excludes information which is:

(a) in the public domain, other than as a result of a breach of these Terms;

(b) in the possession of a party prior to the commencement of these Terms without any obligation of confidentiality; and

(c) is independently developed or acquired by a party prior to the commencement of these Terms without relying on information which would itself be Confidential Information.

Consumer has the meaning given to that term in the Consumer Guarantees Act 1993.

Insolvency Event means, in relation to you, any of the following steps has occurred (or we have reasonable grounds to believe that any of these steps is likely to occur):

(a) the primary, or all, of your business activities is suspended or ceases;

(b) the presentation of an application for your liquidation;

(c) the making of any compromise, proposal or deed of arrangement with all or some of your creditors;

(d) the appointment of a liquidator, receiver, statutory manager, or similar official;

(e) your suspension or threatened suspension of the payment of your debts as they fall due;

(f) the enforcement of any security against the whole or a substantial part of your assets;

(g) if you are an individual, anything having a similar effect to any of the events specified above happens in relation to you; or

(h) any other insolvency event or proceedings analogous to any of the foregoing occurs in any relevant jurisdiction,

in each case, unless it takes place as part of a solvent reconstruction, amalgamation, merger or consolidation.

Order means an order for Services that you submit to us and we approve, in accordance with clause 2.

Personal Information has the meaning given to that term in the Privacy Act 2020.

Regulator means any authority, commission, government department, court, tribunal, or similar having regulatory or supervisory authority over the parties or any of the Services.

Related Company has the meaning given to it in the Companies Act 1993, read as if a reference to company was a reference to any body corporate of any jurisdiction.

Representatives means directors, officers, employees, agents and contractors of the relevant party.

Services means any services supplied by us to you at any time, including the Services specified in an Order.

Specific Terms means the terms (if any) that are included in Part I to these Terms.

Terms means these Terms of Trade (including any Specific Terms outlined in Part I), as may be amended from time to time, each Order and any additional terms expressly agreed in accordance with clause 1.2 (if applicable).

We or **us** means the supplier of Services, Paul & Lorraine Investments Limited T/A Paul's Travel.

You or **your** means the customer purchasing Services from us.

24. Interpretation

In these Terms, unless the context otherwise requires:

(a) headings are for convenience only and do not affect interpretation;

(b) a reference to legislation includes all regulations, orders, instruments, codes, guidelines or determinations issued under that legislation or and any modification, consolidation, amendment, re-enactment, replacement or codification of it;

(c) a reference to "in writing" includes by email and a reference to "agree" or "agreement" or "notice" or "approval" means an agreement, notice or approval (as applicable) in writing;

(d) the words "include" or "including", or similar expressions, are to be construed without limitation;

(e) a reference to a party to includes that party's successors and permitted assigns and substitutes; and

(f) a word importing the singular includes the plural and vice versa.

PART I: SPECIFIC TERMS

Part I details any specific terms that apply to your order of Services.

25. Booking Platform

25.1 You appoint us as a non-exclusive agent to market, list, and facilitate bookings for your accommodation and related services via our Booking Platform.

25.2 The Booking Platform does not guarantee booking volumes, visibility, or financial outcomes.

25.3 We provide marketing, distribution, and booking facilitation services to increase your visibility and bookings.

25.4 You agree to cooperate with us in optimising listings and performance.

25.5 All bookings are secured via guest payment details at the time of booking.

25.6 Where a guest fails to arrive and the booking is non-refundable under your cancellation policy:

(a) we may charge the guest; and

(b) amounts may be reconciled with you within approximately 20 Business Days.

26. Your obligations

26.1 You must:

(a) provide accurate, complete, and up-to-date property descriptions, amenities, and pricing;

(b) supply high quality images that accurately reflect the property;

(c) maintain current availability and pricing at all times;

(d) clearly display camping or core accommodation products as applicable;

(e) provide current cancellation policies and terms and conditions at onboarding;

(f) avoid unnecessary booking restrictions, including:

(i) permitting one-night stays where reasonably possible;

(ii) allowing same-day bookings where feasible; and

(iii) avoiding unnecessary closure of inventory.

(g) participate in our marketing and promotional activities where reasonably requested; and

(h) honour all confirmed bookings.

27. Cancellation and refund policies

27.1 All bookings are subject to your terms and conditions, including your cancellation policy, which must be clearly provided and displayed at the time of booking.

27.2 You must:

(a) honour your stated cancellation terms; and

(b) clearly communicate refund eligibility.

27.3 In exceptional or unforeseen circumstances (e.g., severe weather), we both agree to cooperate in good faith to determine appropriate outcomes, including rescheduling or partial refunds.